

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

MARTIN DOE, as litigation guardian  
for his minor child AF DOE, and  
MARTIN DOE and KATHRYN DOE,  
husband and wife and the marital  
community comprised thereof, as  
the natural parents of AF DOE, a  
minor child,

Plaintiffs,

v.

COLVILLE SCHOOL DISTRICT #115, a  
local governmental entity, KEN  
EMMIL, Superintendent of Colville  
School District #115, and CLAYTON  
ALLEN, Fort Colville Middle School  
Principal,

Defendants.

NO. CV-11-0033-EFS

**ORDER GRANTING  
DEFENDANTS' STIPULATED  
MOTION FOR PROTECTIVE  
ORDER**

GREETUS DOE, as litigation  
guardian for her minor child JB  
DOE, WASHINGTON TRUST BANK, as  
trustee for any funds received by  
JB DOE,

Plaintiffs,

v.

COLVILLE SCHOOL DISTRICT #115, a  
local governmental entity, KEN  
EMMIL, Superintendent of Colville  
School District #115, and CLAYTON  
ALLEN, Fort Colville Middle School  
Principal,

Defendants.

1 Before the Court, without oral argument, is Defendants' Motion for  
2 Protective Order, ECF No. [74](#), and related Motion to Expedite, ECF No. [77](#).  
3 Defendants request that the Court enter a protective order preventing  
4 Plaintiffs from disclosing any student educational records that may be  
5 found on Craig Figley's "old" school-issued laptop to be inspected next  
6 week. Defense counsel Michael McFarland states that both Plaintiffs'  
7 counsel have been consulted and approve and stipulate to the proposed  
8 protective order. Mr. McFarland also states that John Schlosser of the  
9 Spokane County Sheriff's Office performed a forensic examination of the  
10 "old" laptop in April 2010, and that no illegal content was found.

11 Based on the stipulation of the parties, **IT IS HEREBY ORDERED:**

12 1. Defendants' Motion for Protective Order, **ECF No. [74](#)**, and related  
13 Motion to Expedite, **ECF No. [77](#)**, are **GRANTED**.

14 2. The names of any students or former students contained in any  
15 documents exchanged in discovery in this case will be deleted from the  
16 pleadings and public documents and replaced by the designation of  
17 initials. The name and identity of the students involved will be  
18 protected from public disclosure unless otherwise required by law. Any  
19 document exchanged by the parties in this case that contains the name of  
20 any student or former student of Colville School District will be treated  
21 as "confidential" and subject to the terms of this Protective Order.

22 3. Colville School District will provide the Plaintiffs with  
23 access to the "old" laptop used by Craig Figley so that the Plaintiffs  
24 can make a mirror copy of the hard drive of that laptop. Any  
25 student/educational records that may be contained on that laptop will be  
26 treated as confidential and subject to this protective order.

1           4. All parties and their attorneys agree to treat all documents and  
2 information that contain the names of current or former students as  
3 confidential, except as necessary to present the parties' claims in the  
4 above-referenced case. Plaintiffs and their attorneys thereby agree not  
5 to disseminate any student names, educational records, or any information  
6 from any educational records, covered by this Order to any third-party,  
7 when and only when the specific identity is needed, except to:

8           a. The party(ies), their attorneys and the attorney's  
9 employees;

10           b. Consultants and experts retained by any party for the  
11 purposes of assisting in the preparation or presentation of claims or  
12 defenses;

13           c. Any person for the purpose of perfecting service of  
14 notices of deposition and/or subpoenas for trial upon student witnesses;  
15 and

16           d. Any other person authorized by the Court.

17           5. All of the foregoing persons, including the attorneys' staff  
18 persons working on this case, other than the parties' attorneys shall be  
19 shown a copy of this Order and shall sign it or otherwise signify in  
20 writing prior to being shown confidential documents that the person has  
21 read the Order and consents to be bound by its terms.

22           6. Any documents that are filed with the Court or utilized as  
23 evidence will be reviewed by the party proposing the document, and the  
24 names and other identifying details of the students or former students  
25 involved will be deleted (or replaced with initials). The parties will  
26 attempt to agree to any deletions of information in advance. If the

1 parties are unable to agree on the deletion of information, the Court  
2 will be requested to review the document *in camera* and make a  
3 determination of what, if any, information should be deleted from the  
4 document.

5 7. Upon completion of this litigation, all copies of the records  
6 or documents or testimony with references to students shall remain  
7 confidential, and shall continue to be kept pursuant to the above  
8 criteria.

9 8. Nothing contained herein shall be construed to prejudice or  
10 limit any party's right to use the records in the taking of depositions  
11 or at trial to the extent permitted, if at all, under the rules of  
12 evidence and civil procedure.

13 9. Court reporters shall be instructed to transcribe students'  
14 names by their initials only.

15 10. Nothing in this Order shall prevent any party hereto from  
16 seeking modification of this Order, or from objecting to discovery which  
17 it believes to be otherwise improper.

18 11. Violation of the terms of this Order, by any of the signators  
19 to this agreement, their employees, agents or experts may be subject the  
20 violator to any sanction deemed appropriate by the Court.

21 **IT IS SO ORDERED.** The District Court Executive is directed to enter  
22 this Order and provide copies to counsel.

23 **DATED** this 9th day of January 2012.

24  
25 s/Edward F. Shea  
26 EDWARD F. SHEA  
United States District Judge

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